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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

SWISSPORT USA, INC., a Delaware
corporation,

Plaintiff,

v.

TODD A. LINDAMOOD, an individual,

Defendant.

Case No.: 3:24-cv-1647

COMPLAINT

**(Fraud; Common-Law Conversion;
Unjust Enrichment)**

DEMAND FOR JURY TRIAL

Plaintiff Swissport USA, Inc., by and through its attorney, Lisanne M. Butterfield, Carr
Butterfield, LLP, alleges:

THE PARTIES

1. Plaintiff Swissport USA, Inc. (“Plaintiff” or “Swissport”) is a corporation
organized under the laws of the State of Delaware, with its principal place of business located at
227 Fayetteville Street, 9th Floor, Raleigh, North Carolina 27601.

2. Todd A. Lindamood (“Defendant” or “Lindamood”) is an individual, who on information and belief is residing in Multnomah County, Oregon.

3. At various times relevant to this action, Swissport provided airport ground and freight handling services throughout the United States.

4. Defendant was an employee of Plaintiff through on or about July 7, 2023.

JURISDICTION AND VENUE

5. This Court has diversity jurisdiction under 28 U.S.C. 1332(a) because the matter in controversy exceeds \$75,000 and the parties are citizens of different states.

6. Venue lies in the District of Oregon, Portland Division on the basis that Defendant resides in and may be found in this district.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

7. From on or about September 4, 2018, through on or about July 7, 2023, Defendant was employed by Plaintiff.

8. On or about July 9, 2023, the parties entered into a Confidential Separation Agreement and General Release (the “Separation Agreement”) wherein Defendant would receive, among other consideration, severance pay in the gross amount of Two Hundred and Ninety-Nine Thousand, Six Hundred and Eighty-Nine Dollars (\$299,689.00) *less all required taxes and withholdings*.

9. On or about July 25, 2023, Plaintiff initiated an ACH payment for net wages (the “1st Payment”) to Defendant’s bank account in the amount of Two Hundred Twenty One Thousand Six Hundred Fifty Seven Dollars and 76/100 (\$221,657.76).

10. On or about July 27, 2023, the 1st Payment was credit to Defendant's bank account.

11. On or about early August 2023, Plaintiff discovered that the 1st Payment to Defendant was made in the incorrect amount.

12. On or about August 8, 2023, Plaintiff requested that its bank ("Bank 1") reverse the 1st Payment.

13. On or about August 9, 2023, Plaintiff received a credit in its bank account with Bank 1 in the amount of the 1st Payment.

14. On or about August 10, 2023, Plaintiff delivered to Defendant a check for net wages in the amount of Two Hundred Twenty Thousand Eight Hundred Six Dollars and 02/100 (\$220,806.02) (the "2nd Payment"), which Defendant cashed on or about August 11, 2023. This check was drawn on Bank 1.

15. On or about August 11, 2023, unknown to Plaintiff at the time, Bank 1 rejected Plaintiff's request to reverse the 1st Payment because the receiving bank (Defendant's bank, "Bank 2") confirmed that funds were already removed from the receiving account. Therefore, on that same date, the credit for the 1st Payment was pulled back out of Plaintiff's bank account at Bank 1.

16. On or about mid-September 2023, Plaintiff became aware that the 1st Payment reversal request was rejected, and that Defendant unlawfully converted for his own use both payments, the 1st Payment the amount of \$221,657.76 and the 2nd Payment in the amount of \$220,806.02—a total overpayment to Defendant of Two Hundred Twenty One Thousand Six Hundred Fifty Seven Dollars and 76/100 (\$221,657.76) ("the Overpayment").

17. Plaintiff's banking records reflected both payments were made.

18. On or about October 3, 2023, Plaintiff sent a demand letter to Defendant at his last known home address and personal email address, requesting the return of the Overpayment. Defendant did not respond.

19. On or about January 2024, Plaintiff discovered that Defendant became employed by Kaiser Permanente in Portland, Oregon.

20. On or about March 22, 2024, Plaintiff sent a demand letter to Defendant at his new employer's address, requesting the return of the Overpayment. Defendant did not comply with the demand for return of the misappropriated funds.

21. On or about June 20, July 2, and July 19, 2024, Plaintiff sent demand letters to Defendant at various street addresses, email addresses, and Kaiser Permanente addresses in further attempt to contact Defendant and request return of the Overpayment.

22. On or about August 13, 2024, after receiving no further contact from Defendant, Plaintiff sent email correspondence to Defendant to request his counsel's contact information. Defendant did not respond.

23. Defendant knew or should have known he received the Overpayment and should have returned the funds to Plaintiff.

24. Prior to filing this court action, Plaintiff also filed a police report that is, upon information and belief, currently pending active investigation.

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FIRST CLAIM FOR RELIEF

(Fraud)

25. Plaintiff realleges and incorporates by reference herein each and every allegation contained in paragraphs 1 through 24, above.

26. Defendant received the Overpayment and knew or should have known he was obligated to return the funds to Plaintiff.

27. Defendant falsely represented to Plaintiff that he did not receive both the ACH Payment and the Check Payment.

28. As a result of Defendant's fraud, Plaintiff was damaged in the amount of \$221,657.76.

SECOND CLAIM FOR RELIEF

(Common-Law Conversion)

29. Plaintiff realleges and incorporates by reference herein each and every allegation contained in paragraphs 1 through 28, above.

30. Defendant misappropriated, for his own exclusive benefit, Plaintiff's funds in the amount of \$221,657.76. In misappropriating Plaintiff's assets, Defendant deprived Plaintiff of its rights to control and use such property.

31. Defendant's above-described acts proximately caused Plaintiff to suffer damages in the approximate amount of \$221,657.76, the exact amount of which will be proven at trial.

32. Plaintiff is entitled to recover prejudgment interest pursuant to ORS 82.010 on all funds that Defendant converted, which should accrue from the date of conversion.

33. Plaintiff is entitled to recover its reasonable attorney fees and costs from any recovery from Defendant.

THIRD CLAIM FOR RELIEF

(Unjust Enrichment)

34. Plaintiff realleges and incorporates by reference herein each and every allegation contained in paragraphs 1 through 33, above.

35. Defendant has no right or claim to the \$221,657.76. If Defendant is allowed to keep the \$221,657.76, he will be unjustly enriched in that amount to the detriment of Plaintiff.

36. Defendant knew he received the benefit of the Overpayment and should reasonably have expected he is obligated to repay the funds to Plaintiff.

37. Equity demands that Defendant be required to repay the Overpayment in the amount of \$221,657.76, plus prejudgment interest from the date of receipt.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. On Plaintiff's First Claim for Relief (Fraud):

- (a) A judgment in Plaintiff's favor totaling \$221,657.76, plus interest, continuing to accrue daily through the date of production or judgment;
- (b) Attorneys' fees and costs pursuant to statute; and
- (c) Any other relief as the Court deems just and equitable.

2. On Plaintiff's Second Claim for Relief (Common Law Conversion):

- (a) A judgment in Plaintiff's favor totaling \$221,657.76, plus interest continuing to accrue daily through the date of production or judgment;

- (b) Attorneys' fees and costs pursuant to statute; and
- (c) Any other relief as the Court deems just and equitable.

3. On Plaintiff's Third Claim for Relief (Unjust Enrichment):

- (a) A judgment in Plaintiff's favor totaling \$221,657.76, plus interest, continuing to accrue daily through the date of production or judgment;
- (b) Attorneys' fees and costs pursuant to statute; and
- (c) Any other relief as the Court deems just and equitable.

DATED this 27th day of September, 2024.

By /s/Lisanne M. Butterfield
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